

# Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "*Agreement*") is made effective \_\_\_\_\_, 2008, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **WEST VALLEY CITY**, a municipal corporation organized under the laws of the state of Utah (the "*City*").

## RECITALS:

A. UTAH CODE ANN. § 11-13-101, *et seq.* (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other, upon a resolution to do so by their respective governing bodies, to do what each agency is authorized by law to perform; and

B. County and City are public agencies as contemplated in the Interlocal Cooperation Act.

D. County owns property located at 6200 West Lodestone Avenue (5990 South) (the "Property") a portion of which lies within City.

E. County desires to begin the master planning process on a park which will be located on the Property

F. City is willing to contribute funds to master planning as well as phase I development of a park that will serve City residents as well as the residents of County.

## A G R E E M E N T:

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE 1 GRANT**

Section 1. **Grant.** The City hereby agrees that upon execution of this Agreement, it shall to contribute \$200,000 to County to help fund master planning as well as phase I development of a park on the Property. County agrees to hold the funds in a segregated account and use the funds solely for the master planning and phase I development of Lodestone Park.

### **ARTICLE 2 CONSIDERATION**

Section 2. **Consideration.** County and City agree that in consideration of the mutual benefit afforded the citizens of the City and County and the exchange of agreed upon funding in

accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will begin the master planning and phase I development of Lodestone Park. No other consideration shall pass between County and City unless stated herein.

### ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.     **Duration.** The term of this Agreement shall be for a period of fifty-(50)-years commencing on the effective date of this Agreement, unless earlier terminated as provided in Section 3.1 (s).

Section 3.1    **General Provisions.** The following provisions are also integral parts of this Agreement:

(a)    **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b)    **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c)    **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d)    **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e)    **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f)    **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g)    **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h)    **Time of Essence.** Time is of the essence in this Agreement.

(i)    **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(l) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and CITY's designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(m) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(n) Manner of Acquiring, Holding or Disposing of Property. The real property will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(o) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(p) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63-30d-101, *et seq.*, therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(q) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the County; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001)); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, or Salt Lake County ordinances.

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
(Deputy District Attorney)  
Date 7-17-08